

forth herein. Neither Farrower, nor his agents or employees shall be construed to be the employees of Cargill for any purpose whatsoever. This Agreement does not constitute any form of joint venture or partnership. Farrower accepts full responsibility for any and all taxes for Workmen's Compensation Insurance, Unemployment Compensation Insurance or Old Age, Survivors, Disability and Health Insurance Benefits and all similar insurance and benefits programs as to himself and all persons engaged in the performance of this Agreement on behalf of the Farrower.

19. Entire Agreement, Amendment. This Agreement contains the entire understanding of the parties and supersedes and replaces the letter of intent previously executed by the parties. This Agreement may be modified or amended only upon the written agreement of all parties hereto.

20. Notices. All notices required to be given hereunder shall be in writing and shall be sent by postage prepaid, certified or registered mail to the addresses as given hereinbelow:

If to Farrower:

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If to Cargill:

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21. Waivers. The failure of any party to enforce at any time any of the provisions of this Agreement or to exercise its rights under any of the provisions or to require at any time a certain performance of the other party of any of the provisions herein, shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of this Agreement or any part thereof, of the right of any party thereafter to enforce each and every such provision.

22. Assignment. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and assigns; provided that Farrower shall not assign this Agreement in whole or in part without the prior written consent of Cargill. Any attempted assignment in violation of this provision shall be void.

23. Governing Law, Arbitration of Claims. This Agreement and rights of parties under this Agreement shall be governed by and construed in accordance with the laws of the state of Iowa. Any controversy or claim arising out of, or relating to this contract, or the breach thereof, shall be settled by arbitration, in Cedar Rapids, Iowa, in accordance with the rules then obtaining of the American